MANSFIELD TOWNSHIP- WARREN COUNTY



Request for Proposals Road Maintenance Work

RFP receipt date- Friday January 20, 2023 at 10:00 AM

| | | : |
|--|--|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PUBLIC NOTICE FOR THE SOLICITICATION OF RFP FOR ROAD MAINTENANCE REQUEST FOR THE 2022-203 WINTER SEASON.

Notice is hereby given that sealed submissions will be received by the Township Clerk, or designated representative, for the Township of Mansfield, Warren County, on Friday January 20, 2023 at 10:00 AM prevailing time, Township of Mansfield, 100 Port Murray Rd., Port Murray NJ 07865 during regular business hours, 9:00 AM to 5:00 PM Monday-Thursday, and 8:30 AM to 4:30 PM on Fridays, excluding holidays or online at RFP/Bid Opportunities (mansfieldtownship-nj.gov). The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submission that in their judgement will be in the best interest of the Township. The Township shall award or reject all submission no later than 60 days from receipt of same.

Jo-Ann M. Ricks Acting Township Clerk

| · | | |
|---|--|--|
| | | |



Township of Mansfield

Township Clerk's Office 100 Port Murray Rd – Port Murray, NJ 07865 Phone (908) 689-6151 Fax (908) 689-2840

Request for Proposal (RFP) form

This form will be used by the Mansfield Township Committee as a basis for making professional services appointments. Two (2) copies of proposals, including rates in excel spreadsheet, shall be provided, and submitted in a sealed envelope, marked on the outside with "Submission for Proposal (Name of Service)" to

Township Clerk's Office 100 Port Murray Rd., Port Murray, NJ 07865

No later than 10:00am on January 20, 2023. These proposals are being solicited through a fair and open process in accordance with the N.J.S.A. 19:44A-20.5 et. Seq.

| · | | |
|---|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



Township of Mansfield

100 Port Murray Rd – Port Murray, NJ 07865 Phone (908) 689-6151 Fax (908) 689-2840

REQUEST FOR PROPOSAL

Proposals will be evaluated by the Mansfield Township Committee on the basis of the most advantageous price and other factors listed below. Please provide the information below:

- 1. Names, title, and licenses of all the individuals who may perform the service and/or activity.
- 2. A description of the individuals or firms experience with similar services or projects.
- 3. A list of references and record of success.
- 4. Demonstration of areas of expertise of staff.
- 5. A description of the individual or firm's ability to provide the service or complete the activity in timely fashion or as required by the Township.
- 6. A fee schedule for the firm.
- 7. Availability to accommodate any required meetings of the municipality.
- 8. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the project as outlined in their proposal.
- 9. In the event that compliance with part or all of the requirements of the RFP is impracticable or undesirable with regards to a particular contract, the Township Committee may waive part or all of the requirements by a majority vote of the full Township Committee. The waiver shall set forth specifically the reasons for such waiver.
- 10. All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.
- 11. All awards are subject to availability of funds.

| | : |
|--|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

MANSFIELD TOWNSHIP WARREN COUNTY, NEW JERSEY

REQUEST FOR BIDS SPECIFICATIONS MANSFIELD TOWNSHIP ROAD MAINTENANCE WORK

The Township of Mansfield is seeking quotes for road maintenance work on public roadways during the <u>2023 calendar year</u>, January 1 to December 31st. Quotes are to be an all-inclusive hourly rate for each truck/equipment and operator. Bids must be returned by Friday, January 20, 2023 at 10:00 am.

Vendors Requirements: The contractor shall supply all personnel, vehicles, equipment, and necessary apparatus to perform the requirements of work detailed in these specifications including, but not limited to, Catch Basin and Basin Grate repair and replacement, Pothole and Asphalt repair and Tree maintenance to include trimming, pruning, removal and chipping, insurance and supervision as required. In the case of an emergency, the contractor should be located within a 20 mile radius of the Mansfield Township Department of Public Works location at 1710 Route 57, Hackettstown to provide timely response to storm call in and respond to any break downs of equipment. The contractor shall not receive compensation for those hours during which equipment or vehicles fail to operate due to mechanical problems or absence of work crew.

Contractor shall provide the Township Supervisor of Public Works or his/her designee with the name and phone number for a company representative that can be reached twenty-four (24) hours per day, seven (7) days a week during the calendar year for emergencies. Contractor will begin operations within 90 minutes of being so directed by the designated Township representative. At no time will the Contractor begin operations prior to receiving authorization from the Township Department of Public Works. Verbal notification shall include leaving a message on the contractor's designated phone, at which time the response clock will begin. The Contractor will acknowledge receipt of the message and provide an estimated start time.

The Contractor shall be liable for any damage to property along the Township roadway including curbing, signs and mailboxes that arise out of or in connection with the performance of the work. Any damage should be immediately reported to the Department of Public Works designee. All motor vehicle accidents shall be immediately report to the police. A contact person should be provided to handle complaints. No private work should be done during the contracted hours by contracted vehicle and driver.

All personnel operating trucks or equipment shall maintain a valid driver's license appropriate to the type of vehicle being operated.

The Contractor will notify the designated Township representative when a job is complete. Materials including but not limited to vehicles, equipment, drivers/operators, fuel, oil, ballast, insurance. Materials for work including but not limited to catch basins, basin grates, pipe, blacktop, clean stone, concrete block, pipe, fittings will be supplied by Mansfield Township.

Upon award of work, Contractor shall supply the Township with a NJ Business Registration Certificate and a Certificate of Insurance naming the Township of Mansfield as an additional insured. The respondent will continuously maintain insurance or other security for adequate protection for all work from liability and will protect the Township for damages, liability or loss arising in connection with the contract. The respondent will ensure coverage for damages, liability or loss arising in connection with the contract and services.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$500,000.00 will be maintained in full force during the life of this contract by the respondent covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.

GENERAL LIABILITY LINSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the respondent. The policy will include respondent's protective liability insurance, (which protects against liability for injury or damage caused by independent contractors doing work on his behalf) with the same limits. The respondent will be responsible for securing and maintain certificates from all sub-contractors used in relation to this contract. These will be supplied to the Township upon request.

AUTOMOBILE LIABILITY INSURANCE with limits of net less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist \$1,000,000.00 Owned, Hired and Non-Owned Automobile, will be maintained in full force during the life of this contract by the respondent.

UMBRELLA LIABILITY INSURANCE may be used to support the required limits as long as the Township is provided in writing that the coverage will apply over the underlying policy.

Equipment: The Contractor shall have the necessary equipment to perform the duties including but not limited to trucks, chippers, etc.

All vehicles shall be properly registered and insured as required by New Jersey Motor Vehicle Statutes. The successful contractor will provide proof to the Township upon award.

Locations: The Contractor will be responsible to perform the duties on all roadways and public cartways as assigned by the Public Works Supervisor within the confines of Mansfield Township.

Payment: Contractor shall invoice the Township within ten days of completion of work for a storm. The invoice must include the date worked, hours worked, area serviced, hourly rate and total due. Upon receipt of the invoice and signed purchase order voucher, the Township will submit payment within 30 days.

MANSFIELD TOWNSHIP WARREN COUNTY, NEW JERSEY

PROPOSAL FOR MANSFIELD TOWNSHIP ROAD MAINTENANCE WORK

| Date: | |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Road side chipping | \$/hr* per chipper |
| Basin Maintenance/Repair Basin maintenance/Repair | \$/hr* per machine and operator \$/hr* per laborer |
| Road pipe work/Repair and Replace Road pipe work/Repair and Replace | \$/hr* per machine and operator \$/hr* per laborer |
| Storm Response (not snow event) | \$/hr* per laborer |
| Pothole Repair/Roadwork | \$/hr* per laborer |
| Pothole Repair/Roadwork Machinery | / \$/hr* per machine and operator |
| *Includes vehicles, equipment, drivers/ope work including but not limited to catch bas concrete block, pipe, fittings provided by T | rators, fuel, oil, ballast, insurance. Materials for ins, basin grates, pipe, blacktop, clean stone, ownship. |
| The Undersigned proposes to furnish and o specification and made part hereof: | deliver the above goods/services pursuant to the bid |
| \$ | |
| Company Name | |

| Company Address | |
|-------------------------------|--------------------|
| Federal I.D. # | <u> </u> |
| Signature of Authorized Agent | Type or Print Name |

•

| | | : |
|--|--|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Forms Requiring Signatures

| | | | : ! |
|--|--|--|-----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DISCLOSURE OF OWNERSHIP N.J.S.A. 52:25-24.0 (P.L. 1977 c 33)

Check One

| [] I certify that the list below or more of the Issues and ou | v contains the names and addresses o itstanding stock of the undersigned. | f all stockholders holding | 10% |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------|
| [] I certify that no one stock the undersigned . | holder owns 10% or more of the issue | ed and outstanding stock (| of |
| LEGAL NAME OF APPLICANT | | | |
| [] Limited Partnership | • | | |
| [] Partnership | [] Corporation (Profit or Non-Profit) | [] Sole Proprieto | rship |
| [] Limited Liability Partnersh | ip [] Other | | |
| Business Address: | espondent is one of the three (3) type Where incorporated | es of corporations; d: | |
| Street Address | City | State Zi _l | p |
| Telephone Number | Fax Nu | rnber | _ |
| Listed below are the names a ten (10) percent or more of I interest therein. (To be completed by for pro | and addresses of all stockholders, par ts stock of any classes, or who own to fit only) | tners or individuals who a en (10) percent or greater | own |
| 1. 2. | Address of Individual | | |
| Notes: | | | , |

Attach additional sheets in this format, if necessary.
 If an organization is shown as a greater than 10% Ownership, attach a similar breakdown of their/ its individual Owners.

| | | ; |
|--|--|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

AFFIDAVIT OF NON-COLLUSION

| The undersigned, being duly sworn according to la | aw, deposes and says: |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. I reside at | |
| 2. The name of the within applicant is | |
| 3. I executed the sald proposal on behalf of the ag | oplicant with full authority to do so. |
| 4. The applicant has not directly or indirectly ente or otherwise taken any action in restraint of free of | red Into any agreement, participated in any collusion, competitive proposal in connection with the contract. |
| 5. All statements contained in the Qualification St. correct and were made with the full knowledge th | atement and Proposal and in this Affidavit are true and nat the Township of Mansfield, County of Warren, its he statements therein made in awarding the above- |
| 6. I further warrant that no person or selling agent such contract upon an agreement or understanding contingent fee, except bonafide employees of or is maintained by the applicant. | cy has been employed or retained to solicit or service ng for a commission, percentage, brokerage, or ponafide established commercial selling agencies |
| Sworn and subscribed to before me on this day of, 2022 | |
| | Signature of Applicant |
| | Print Name |
| Signature of Notary | |
| Print Name | |



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
13 WEST STATE STREET, P.O. BOX 220 TRENTON, NEW JERSEY 08625-0230

| BID SOLICIT | ATION # AND TITLE: | |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VENDOR NA | MÉ: | |
| 25 List as <u>hilps://www.sta</u> Division of Purd | b person or enlity engaged in investment au te.nt.ustreasurviourcheise/ndf/Chanter25List.pdf. Vendo chase and Property lights a person or enlity to be invested | (f) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew onts, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter stiviles to tran. The Chapter 25 list is found on the Division's website at rs/Bidders must review this list prior to completing the below certification. If the Director of the ion of the law, s/he shall take action as may be appropriate and provided by law, rute or contract, overing damages, declaring the party in default and seaking debarment or suspension of the party. |
| | CHEC | CK THE APPROPRIATE BOX |
| | lly, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 a liales is listed on the New Jersey Department of the Treast. I? | nd P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, ry's Chapter 25 List of entitles determined to be engaged in prohibited activities in Iran. |
| l am i | unable til ceriliy as above because the Vendor/Bidder and/ reasury's Chanter 25 I ist I will provide a detailed accura | or one or more of its parents, subsidiaries, or allitiates is listed on the New Jersey Department of e and precise description of the activities of the Vandor/Bidder, or one of its parents, it activities in Iran by completing the information requested below. |
| Rela | ly Engaged in Investment Activilies ationship to Vendor/ Bidder Griplion of Activities | |
| Anti | allon of Engagement clpated Cessation Date ach Additional Sheets If Necessary | |
| from the date of aware that it is a | this certification through the completion of any contract(s) w | CERTIFICATION To be half of the Vendor, that the foregoing information and any attachments hereto, to the best of my sey is relying on the information contained herein, and that the Vendor is under a continuing obligation ith the State to notify the State in writing of any changes to the information contained herein; that I am itation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will state to declare any contract(s) resulting from this certification void and unenforceable. |
| Signalure | | Date |
| Print Name a | nd Tille | |

AFFIRMATIVE ACTION CERTIFICATION P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter). OR
- 2. A photocopy of approved Certificate of Employee Information Report. OR
- 3. An Affirmative Action Employee Information Report (Form AA302) OR
- 4. All successful construction contractors must submit within three days of the signing of the contract an initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

| The following questions must be answered by all ap | oplicants: | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--|--|--|--|--|--|
| Do you have a federally-approved or sanctioned. YES NO If yes, please. | Affirmative Action Program? submit a copy of such approva). | | | | | | |
| . Do you have a Certificate of Employee Information Report Approval? YES NO If yes, please submit a copy of such certificate. | | | | | | | |
| arrigitation of the property o | inon-responsive if a contractor falls to complement. | | | | | | |
| Applicant's Name | Title | | | | | | |
| Authorized Signature | Print Name | | | | | | |

| | • | | | |
|--|---|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

EXHIBIT A N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

| | | . : |
|--|--|-----|
| | | |
| | | |
| | | · |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACKOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS FORM

Pursuant to N.I.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications, or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

| Addendum Number | How Received (mall, fax, pick-up, etc.) | Date Received |
|-------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROMONE | | |
| | | |
| | | · Control of the last in the l |
| | 17004 | |
| | | |
| ***If no addenda have bee | en issued, please write "N/A" above and | complete the form below*** |
| Company/Applicant: | | |
| By Authorized Representative: | | • |
| Signature: | | |
| Printed Name and Title: | | |
| Date: | | |

| | | | : |
|--|--|--|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

AMERICANS WITH DISABILITIES ACT Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Mansfield do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entitles, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising form, such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed

| to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law. | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--|
| Company/Bidder's name | Authorized signature | |
| Date | Print name and title | |

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

- 1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
- 2. Prior to litigation, the TOWNSHIP and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance, and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
- 3. Nothing herein shall be construed to prevent the TOWNSHIP and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
- 4. Nothing herein shall be construed to prevent the TOWNSHIP from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

| Company/Applicant: | |
|-------------------------|--|
| Signature: | |
| Printed Name and Title: | |
| Date: | |

CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT ______, of full age, certify and say: 2. I am sufficiently familiar with the Firm's business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein. 3. After the Effective Date, neither I, the Firm, nor any other person/entity encompassed within the definition "Professional Business Entity" as set forth in Section 2-61.4, have violated any provision of the attached Ordinance. 4. I hereby certify that pursuant to the Township Ordinance, I am eligible to be awarded a Contract for professional services to the Township. 5. I hereby certify that the foregoing statements made by me are true. I am aware that the Township will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void. Company/Applicant: By Authorized Representative: Signature: Printed Name and Title: Date: